THE

NEW ZEALAND GAZETTE

EXTRAORDINARY.

Published by Authority.

WELLINGTON, FRIDAY, OCTOBER 13, 1939.

The Occupational Re-establishment Emergency Regulations 1939.

GALWAY, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 11th day of October, 1939.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

PURSUANT to the Emergency Regulations Act, 1939, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

REGULATIONS.

1. These regulations may be cited as the Occupational Re-establishment Emergency Regulations 1939.

2. "Employer" includes, in relation to any person accepted for service, any person for the time being carrying on the undertaking or service in which such first-mentioned person was employed when accepted for service, or carrying on any undertaking or service with which that undertaking or service has been amalgamated or in which it was comprised on the date on which such first-mentioned person was accepted for service.

3. These regulations shall be read subject to the Suspension of Apprenticeship Emergency Regulations 1939.

4. It shall be the duty of any employer by whom or by the predecessor of whom, in the relation of employer, a person accepted for service in His Majesty's Forces, whether in New Zealand or overseas, was employed when he was so accepted for service to reinstate him in his employment at the termination of that service or during any period of leave from that service without pay in an occupation and under conditions not less favourable to him than those which would have been applicable to him had he not been so accepted, including the benefit of conditions providing for increments in remuneration, such benefits to attach so as to entitle him to remuneration at the time of reinstatement at the rate which he would then have received had his employment been continuous up to that time.

5. Any employer who fails to comply with the provisions of the last preceding regulation commits an offence, and the Court may, in addition to any other penalty which may be imposed, order such employer to pay to the person whom he has failed to reinstate a sum not exceeding an amount equal to twelve weeks' remuneration, or remuneration for the period of leave, at the rate at which remuneration was last payable to that person by such employer.

6. In any proceedings for an offence against Regulation 4 hereof it shall be a defence to the employer if he proves that the person formerly employed did not, before the expiration of one month after the termination in New Zealand of such service aforesaid, or before the expiration of six months after the termination overseas of such service aforesaid, or during any period of leave without pay, as the case may be, apply to the employer for reinstatement, or that, having been offered reinstatement by the employer, he failed without reasonable excuse to present himself for employment at the time and place notified to him by the employer, or that by reason of a change of circumstances (other than the engagement of some other person to replace him)—

(*a*) It was not reasonably practicable to reinstate him; or

(*b*) His reinstatement in an occupation and under conditions not less favourable to him than those which would have been applicable to him had he not been accepted for service in His Majesty's Forces was impracticable, and that the employer has offered to reinstate him in the most favourable occupation and under the most favourable conditions reasonably practicable.

7. No person shall terminate the employment of any employee either for the purpose of evading or attempting to evade any obligation imposed on him under these regulations or in the expectancy that the employee will or may be accepted for service in His Majesty's Forces.

8. In any proceedings for a breach of the last preceding regulation, if the Court is of opinion that there is reasonable cause for belief that the employment was terminated in breach of the last preceding regulation it shall be deemed to have been so terminated unless the employer proves that such termination was for a reason not connected with the obligations imposed on the employer under these regulations or not connected with an expectancy that the employee would or might be accepted for service in His Majesty's Forces.

9. Where a contract of service is in force between an employer and an employee when the employee is accepted for service in His Majesty's Forces, then—

(*a*) If an arrangement has been or is entered into between the parties to the contract, or if the contract makes provision for any of the following purposes, that is to say—

(i) For dealing with all or any of the obligations of the parties thereunder in respect of the period of service in His Majesty's Forces; or

(ii) For the reckoning of the period of contractual service in relation to the period of service in His Majesty's Forces; or

(iii) For the adaptation of the terms of the contract in relation to any extension of the period of contractual service ;

the provisions contained in paragraph (*b*) hereof shall apply only in so far as they are not inconsistent with the arrangement or provision so made as aforesaid, but any such arrangement or provision shall be void so far as it conflicts with Regulation 4 hereof :

(*b*) If no such arrangement has been or is entered into or no provision made by the contract, or to the extent that any such arrangement or provision does not deal with the obligations hereinafter specified or with the reckoning or the adaptation referred to in subparagraphs (ii) and (iii) of paragraph (*a*) of this regulation, then, subject always to Regulation 4 hereof—

(i) The parties to the contract shall, in respect of the period of service in His Majesty's Forces, be relieved of all their obligations under the contract which relate to the following matters—that is to say, the payment of remuneration, the performance of work or the provision of work, maintenance (including medical or surgical treatment), or instruction :

(ii) The said obligations shall (unless otherwise dealt with by any arrangement or provision as aforesaid) be of full effect as from the date upon which the employee resumes his work, and where the contract is for a period specified or ascertainable from it the period of contractual service thereunder shall be extended by a period equal to the period of service in His Majesty's Forces or by a period equal to the period of the contract unexpired at the date of acceptance for service in His Majesty's Forces if that period be less than the period of service in His Majesty's Forces :

(iii) A period of service (if any) remaining to be served under the contract, apart from any period of extension, shall be treated as beginning immediately on the resumption of work, and any period of extension shall be treated as the concluding period of the contract, and the terms of the contract shall apply to that period of extension accordingly.

10. Nothing in these regulations shall confer upon any employer authority to make any contract or arrangement with reference to the period of service in His Majesty's Forces which he is not authorized to make under any power already possessed by him.

C. A. JEFFERY,
Clerk of the Executive Council.

By Authority: E. V. PAUL, Government Printer, Wellington.

Price 6d.]